Environmental Cooperation Agreement Between Northern Engraving Corporation and The Wisconsin Department of Natural Resources

WHEREAS, Northern Engraving Corporation ("NEC") is a manufacturer with multiple facilities and affiliated companies located in Wisconsin, Iowa and Minnesota.

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") is a duly organized agency of the State of Wisconsin created pursuant to Wis. Stat. § 15.34.

WHEREAS, the WDNR has been legislatively delegated authority to regulate, among other things, air pollution, hazardous waste, solid waste, recycling, water pollution, and sewage within the State of Wisconsin. This authority having been delegated pursuant to Wis. Stat. §§ 281.12, 285.11, 285.13, 289.06, 289.07, 291.09 and 291.11, among other statutes.

WHEREAS, the WDNR has been delegated, authorized or otherwise approved by the federal government to implement all or a significant portion of the following federal programs:

- The Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*;
- The Solid Waste Disposal Act, as amended, 42 U.S.C § 6901 et seq; and
- The Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*.

WHEREAS, the WDNR has consulted with and obtained concurrence from the United States Environmental Protection Agency ("EPA") over the terms and conditions set forth in this Agreement as well as the procedural mechanisms necessary to effectuate any experimental changes to federal programs, or federally approved state programs, which may be required as a result of this Agreement.

WHEREAS, the WDNR has entered a Memorandum of Agreement with the EPA dated March 25, 1999 entitled "Implementation of the Joint State/EPA Agreement to Pursue Regulatory Innovation and the Wisconsin Environmental Cooperation Pilot Program" (the "Joint State/EPA Agreement"). Among other things, the Joint State/EPA Agreement defines how WDNR and EPA will develop, implement and pursue enforcement against participants in the Wisconsin Environmental Cooperation Pilot Program (the "Program").

WHEREAS, WDNR and EPA assent in the Joint State/EPA Agreement that the innovation and experimental methods set forth in agreements such as this, inherently involve some risk of failure. Regardless, the WDNR and EPA have agreed to promote innovations at all levels of environmental regulation, through agreements such as this, to increase the efficiency and effectiveness of the environmental programs each implements.

WHEREAS, the WDNR and NEC have entered into this Agreement pursuant to Wis. Stat. § 299.80 to allow the WDNR, EPA and NEC to implement and evaluate innovative environmental regulatory methods.

WHEREAS, this Agreement seeks to grant NEC greater flexibility than would otherwise be allowed under current federal and state environmental programs, including but not limited to those implemented pursuant to Wis. Stat. chs. 280 through 295 and the rules promulgated thereunder.

WHEREAS, the WDNR and NEC seek to reduce the time and resources they each spend on paperwork and other administrative tasks related to environmental regulation that do not result in benefits to the environment.

WHEREAS, the WDNR and NEC acknowledge that each is entering into this Agreement on a voluntary basis.

WHEREAS, the WDNR recognizes that the main goal in the Wisconsin Environmental Cooperation Pilot Program, Wis. Stat. § 299.80, is to establish a collaborative process involving business, government and the public in order to reach consensus that is a "win" for each sector.

WHEREAS, the WDNR and EPA have entered the Joint State/EPA Agreement whereby each assents that this Agreement must be implemented to meet the following goals:

- Provide at least the same level of protection of public health and the environment as current regulations.
- Encourage systematic assessment of direct and indirect environmental impacts of the facilities covered by this Agreement.
- Encourage efficiency and cost effective, verifiable pollution reduction strategies.
- Encourage superior environmental performance, minimize transfers of waste and achieve a balance among economic, social and environmental impacts.
- Recognize and reward leading companies in the area of environmental performance.
- Encourage the transfer of information.
- · Consolidate environmental permitting and approval requirements.

- Grant regulatory flexibility in the environmental area.
- Reduce government and facility transaction costs for paperwork and other administrative tasks.
- Encourage public participation and consensus.
- Improve public information and access to environmental performance information.
- Encourage facilities to work with communities.
- Increase trust among government, facility owners/operators and the public.

WHEREAS, the WDNR and EPA have entered the Joint State/EPA Agreement whereby EPA assents that when federal action is necessary for implementation of an innovation under this Agreement, EPA will promptly determine what is required in order to take such action and take that action.

WHEREAS, the WDNR and EPA have entered the Joint State/EPA Agreement whereby EPA commits to consult with WDNR before taking any regulatory or enforcement action concerning NEC so long as NEC is operating pursuant to this Agreement.

WHEREAS, the WDNR and EPA have entered into the Joint State/EPA Agreement whereby each assents that the Program provides for waivers, variances and modifications to the existing regulations, policies, guidance and practices of traditional environmental programs.

WHEREAS, EPA and WDNR have entered the Joint State/EPA Agreement acknowledging that to the extent this Agreement affects requirements under a federally-authorized or delegated program, the requirements of this Agreement replace those previously in affect under such programs and this Agreement becomes the requirement applicable to and legally binding upon NEC.

THEREFORE, in reliance upon the foregoing, including the State and EPA commitments in the Joint State/EPA Agreement, and in consideration of the terms and conditions set forth in this Agreement, as well as other valuable considerations having been duly received, the WDNR and NEC enter into this Agreement pursuant to Wis. Stat. § 299.80 for the purpose of providing alternative methods for the regulation of environmental impacts from covered NEC facilities. In furtherance of this Agreement, the parties agree to the following:

I. FACILITY INFORMATION.

This Agreement initially applies only to the facilities listed below. NEC reserves the right to add additional facilities to this Agreement at a later date with the consent of the WDNR.

Northern Engraving Corporation 803 South Black River Street Sparta, WI 54656 FID# 642025010 Northern Engraving Corporation 1023 Sand Lake Road Holmen, WI 54636 FID# 63200970

II. DEFINITIONS.

The following definitions are applicable to this Agreement:

"Agreement" means this document entitled "Environmental Cooperation Agreement Between Northern Engraving Corporation and The Wisconsin Department of Natural Resources."

"Approval" means a permit, license or other approval issued by the WDNR under chs. 280 to 295 or any admissible rules promulgated thereunder.

"Environmental management system" means an organized set of procedures implemented by the owner or operator of a facility to evaluate the environmental performance of the facility and to achieve measurable or noticeable improvements in that environmental performance through planning and changes in the facility's operations.

"Environmental performance" means the effects, whether regulated under chs. 280 to 295 or unregulated, of a facility on air, water, land, natural resources and human health.

"Facility" means all buildings, equipment and structures located on a single parcel, on adjacent parcels that are owned or operated by NEC, or non-adjacent parcels that are owned or operated by NEC.

"Interested person" means a person who is or may be affected by the activities at an NEC facility that is covered or proposed to be covered by this Agreement.

"Joint State/EPA Agreement" means the Memorandum of Agreement signed by the EPA and WDNR dated March 25, 1999 entitled "Implementation of the Joint State/EPA Agreement to Pursue Regulatory Innovation and the Wisconsin Environmental Cooperation Pilot Program."

"NEC" means Northern Engraving Corporation, a manufacturer with multiple facilities located in Wisconsin and Iowa-

"Performance evaluation" means a systematic, documented and objective review, conducted by or on behalf of NEC, of the environmental performance of an NEC facility, including an evaluation of compliance with this Agreement, approvals that are not replaced by this Agreement, if any, and the provisions of chs. 280 to 295 and rules promulgated thereunder for which a variance, waiver or

Northern Engraving DRAFT, version 1.0 9/22/99 modification has not been granted.

"Pollutant" means any of the following:

Any dredged spoil, solid waste, incinerator residue, sewage, garbage, refuse, oil, sewage sludge, munitions, chemical wastes, biological materials, radioactive substance, heat, wrecked or discarded equipment, rock, sand, cellar dirt or industrial, municipal or agricultural waste discharged into water or onto land.

Any dust, fumes, mist, liquid, smoke, other particulate matter, vapor, gas, odorous substances or any combination of those things emitted into the air, but not uncombined water vapor.

"Program" means the Wisconsin Environmental Cooperation Pilot Program set forth in Wis. Stat. § 299.80.

"Violation" means a violation of this Agreement, of an approval that is not replaced by this Agreement, or of a provision of chs. 280 to 295 and rules promulgated thereunder for which a participant has not received a variance, waiver or modification.

"WDNR" means the Wisconsin Department of Natural Resources, a duly organized agency of the State of Wisconsin that has been created pursuant to Wis. Stat. § 15.34.

III. APPROVALS AND PROVISIONS OF APPROVALS THAT ARE REPLACED BY THIS AGREEMENT.

- A. NEC shall be allowed to undertake construction (including but not limited to site preparation work) prior to receiving construction permits for new and modified sources/activities. This flexibility shall extend to all sources/activities irrespective of the anticipated maximum annual hours of operation or potential emissions. (Replaces permitting requirements set forth in Wis. Admin. Code chs. NR 406 and 407).
- B. NEC shall be allowed to utilize a streamlined, integrated environmental monitoring, recordkeeping and reporting system. This program will supersede and replace the monitoring, recordkeeping and reporting obligations currently set forth in Wis. Admin. Code chs. NR 407, 438, 439, 440 and 445. An outline of the new monitoring, recordkeeping and reporting program is set forth in Section X of this Agreement.
- C. NEC shall be allowed to demonstrate compliance with emission limitations by bubbling emissions from individual facilities and/or multiple facilities. This will replace the emission limitations currently set forth in NR 406, 419, 422, 423, 424, 425, 440, 445, 460 and 468.
 - D. NEC shall be allowed to avoid implementing the emission control requirements set forth in NR 422 and NR 424 in exchange for the other activities

Northern Engraving DRAFT, version 1.0 9/22/99 required under this Agreement.

IV. NEC'S COMMITMENT TO IMPLEMENT AN ENVIRONMENTAL MANAGEMENT SYSTEM.

NEC currently implements a documented environmental management system for its Sparta facility. NEC commits to continue implementing that environmental management system and revising its provisions, to the extent necessary, to meet standards issued by the International Organization for Standardization, or an alternative environmental management system standard that is acceptable to the WDNR. Further, NEC commits to implement its environmental management system at all its facilities that are or become subject to this Agreement.

V. NEC'S COMMITMENT TO PARTICIPATE IN SUPERIOR, BALANCED ENVIRONMENTAL PERFORMANCE.

To the extent possible, NEC commits to superior environmental performance, to achieve measurable or noticeable improvements in its environmental performance, to reduce natural resource usage by its facilities and to reduce waste generation, while achieving a balance among the economic, social and environmental impacts of these efforts.

VI. WASTE REDUCTION GOALS AND METRICS.

As part of NEC's commitment to superior, balanced environmental performance (*See*, Section IV), it commits to going beyond what would otherwise be required under traditional environmental regulatory programs, by setting the following goals:

- 1. Reduce the amount of waste materials generated at NEC facilities or otherwise reduce the amount of such waste that is being sent off-site for disposal. NEC will set waste reduction goals. Progress towards these goals will be measured in pounds per year. For purposes of this provision, NEC will receive credit for voluntary waste reduction efforts implemented since January 1, 1996.
- 2. NEC will commit to continual improvement in environmental performance by continuing to reassess its environmental aspects and setting new goals for improvement. Emphasis will be placed on alternative methods of production which have lower impacts on the environment than more traditional methods. Once these methods are developed, NEC shall establish specific metrics which are appropriate for the method to assess environmental improvement.

VII. POLLUTION LIMITATIONS.

- A. The volatile organic compound ("VOC") emission limitations applicable to covered NEC facilities shall recognize NEC's voluntary reductions of emissions at certain units. In this regard, NEC may demonstrate compliance with existing VOC emission limitations applicable to NEC facilities by bubbling VOC emissions from multiple NEC facilities.
- B. NEC shall receive real and substantive credit for early or voluntary pollution emission reductions achieved in all environmental media. These credits shall extend to actions and programs undertaken by NEC which are not mandated by any regulatory program yet result in overall benefits to the environment and not necessarily direct emission reductions from facilities covered by this Agreement.
- C. NEC shall be allowed to avoid the requirements set forth in NR 422 in exchange for keeping emission limitations from process lines below the applicability threshold set forth in NR 422.

VIII. OPERATIONAL FLEXIBILITY AND VARIANCES.

- A. WDNR will provide increased flexibility within the Title V air permit for facilities covered by this Agreement. Flexibility will include streamlining monitoring requirements once engineering controls are installed, fully operational and demonstrated to work effectively.
- B. The ability to undertake construction or modification of air emission sources without first obtaining a construction permit, for Northern Engraving Sparta and Holmen facilities.
- C. The ability to move permitted equipment between Northern Engraving Sparta and Holmen facilities.
 - D. Relief from RACT requirements at Northern Engraving, Sparta.
- E. Elimination of LACT limits for individual emission sources, for both the Sparta and Holmen facilities. Replace these limits with plant-wide emission limits.
- F. Compliance recordkeeping frequency of no more frequently than one month, for both the Holmen and Sparta Facilities.
 - G. Ability to negotiate amendments to the agreement as needs change.
- H. Allow this Agreement to be amended from time to time based upon the mutual parties' experience in implementing its provisions. Further, allow the Agreement to be amended, from time to time, in response to regulatory initiatives, which may arise under federal or state legislation.

- I. Provide NEC with flexibility on compliance dates for any new or modified equipment or other significant plant changes that are subjected to new regulatory programs.
- J. Provide NEC with greater flexibility during maintenance activities, such as testing schedules, based on previous data and experience acquired during past similar activities.
- K. WDNR and NEC will work together to identify and rectify instances in which potentially redundant, conflicting or overlapping regulations apply to activities at facilities covered under this Agreement.
- L. To the extent possible, NEC should be issued multi-media permits in which the overall environmental impacts of activities are taken into account.
- M. Base regulatory requirements on necessary environmental performance only, eliminating design side technology mandates.

IX. ADDITIONAL REQUIREMENTS NECESSITATED BY THIS AGREEMENT.

WDNR and NEC agree that traditional environmental programs contain obsolete, duplicative and often unnecessary monitoring, recordkeeping and recording requirements. From the perspective of the environment, these traditional systems have operated as isolated, independent activities, which significantly limit the integration of the data and its use in evaluating the impact of a reporting facility on the environment from a holistic standpoint. From the facility perspective, these disparate reporting obligation of traditional environmental programs create an unnecessary burden, strain resources that could otherwise be devoted to more beneficial activities and result in a disjunctive environmental database which has minimal, if any, usable attributes.

To address these concerns, WDNR and NEC agree to create a streamlined, integrated environmental monitoring, recordkeeping and reporting program. This program will be integrated with and become part of the environmental management system created pursuant to Section IV of this Agreement. This program will supersede and replace the monitoring, recordkeeping and reporting obligations currently set forth in Wis. Admin. Code chs. NR 407, 438, 439, 440 and 445. Furthermore, as new monitoring, recordkeeping and reporting obligations are promulgated on the state or federal level, NEC's environmental management system will be amended to address these new obligations. Upon amendment, this Agreement will supersede and otherwise replace these new requirements as applied to NEC.

WDNR will assign an individual to the NEC facilities covered by this Agreement. This individual will have an intimate knowledge of NEC operations as well as working familiarity with the coating industry and those activities associated with coating operations that have the potential to affect the environment. The individual shall also have working knowledge of non-environmental regulatory matters that affect the coating industry and which may have direct or indirect regulatory input into

Northern Engraving DRAFT, version 1.0 9/22/99 environmental issues affected by this Agreement.

X. BASE LINE PERFORMANCE EVALUATION.

Within 180 days of the signing of this Agreement, NEC shall perform a base line performance evaluation utilizing its current environmental management system program. This initial performance evaluation shall be performed on the Sparta facility. This evaluation will establish a facility environmental baseline, which recognizes and provides credit for NEC activities performed since January 1, 1996 which resulted in minimizing impacts on the environment.

The results of this evaluation shall be timely compiled into a report. This report shall be shared with the WDNR and the interested persons group. A copy will be made available for public inspection at NEC offices.

XI. PERFORMANCE EVALUATIONS AND REPORTING OBLIGATION.

Follow up evaluations shall be repeated annually, no later than the anniversary date of submittal of the initial base line report. A mutual date or periodic evaluation interval may be agreed upon by the WDNR and NEC. Results of these subsequent performance evaluations shall be shared with the WDNR and interested persons group. A copy of these reports shall also be made publicly available at the offices of NEC.

NEC commits to notify WDNR before it increases the actual amount of the discharge or emission of a regulated pollutant from a covered facility above its historic levels and before it begins to discharge or emit a regulated pollutant that it did not discharge or emit from a covered facility when this Agreement was entered into. NEC's notification will describe any facility expansion or significant process modification that will result in the activities triggering this reporting obligation. NEC will further identify and quantify the pollutant that will be emitted or discharged.

NEC shall submit a report to the WDNR within 45 days of completing a performance evaluation if that evaluation reveals violations at a facility covered by this Agreement. The report shall contain the information currently set forth in Wis. Stat. § 299.80(12)(a) through (f).

XII. INVOLVEMENT OF AND ASSISTANCE TO BE PROVIDED TO THE INTERESTED PERSONS GROUP.

NEC commits to facilitate development of an interested persons group that includes residents of the area in which the covered NEC facilities are located. The participants in the group will be selected from the following groups or criteria:

1. The interested persons group will include individuals whose residence is located in an area potentially impacted by covered NEC facilities.

2.	The interested persons group will consist of local and/or state officials who
	have some level of responsibility or accountability for environmental issues
	within the communities surrounding NEC facilities.

- 3. The interested persons group will consist of representative(s) of NEC employees who work at the facilities covered by this Agreement, including management and hourly employees.
- 4. The interested persons group will consist of a representative from

Membership in the interested persons group will be by invitation only. Participants will be provided no monetary or other compensation for being a member of this group.

Preliminarily, the interested persons group will consist of the following individuals:

- 1.
- 2.
- 3.
- 4.
- 5.

Meetings of the interested persons group will be coordinated by NEC and scheduled no less than semi-annually. The interested persons group will be provided an overview of the waste streams and waste management systems of the covered NEC facilities. Current waste systems and generation rates will be compared to historic databases and past efforts/successes at reducing environmental impacts.

NEC will provide an overview of its on-going and anticipated efforts to investigate, develop and implement procedures and technologies to reduce environmental impacts from the covered facilities.

WDNR has followed the procedures set forth in Wis. Stat. § 299.80(8) before proposing issuance of this Agreement. The interested persons group has been involved in the drafting of this Agreement and the negotiation process between WDNR, NEC and EPA. The group has been provided the

opportunity to discuss concerns with the Agreement and suggest revisions thereto. This final Agreement reflects the consensus of those negotiations and the input of, among others, the interested persons group.

XIII. DISSEMINATION OF PUBLIC INFORMATION ON NEC'S ENVIRONMENTAL PERFORMANCE AND RESULTS UNDER THIS AGREEMENT.

All reports, annual assessments, meeting minutes and responses to public comment will be made publicly available by NEC. Such documents shall be accessible by the public at NEC offices during regular business hours.

XIV. REVIEW OF PUBLIC COMMENTS CONCERNING NEC'S PARTICIPATION IN THIS AGREEMENT.

Individual members of the interested persons group will be solicited and encouraged to provide input and suggestions into NEC's efforts regarding its environmental performance. NEC representatives will consider and respond to issues raised by the group. These responses will come in the form of written correspondence and/or further meetings with the group and/or discussions with individual member(s).

It is anticipated that many public comments concerning NEC's participation in this Agreement will be solicited during interested persons group meetings or other meetings with community groups. Minutes of these meetings shall be compiled which will include, among other things, a summary of the public comments that were raised. Responses to those comments will be appended to the minutes for easy reference. A copy of these documents shall be made publicly available at NEC offices.

XV. NEC'S ASSESSMENT OF THE SUCCESS OF THIS AGREEMENT.

NEC will annually assess its success at reaching the goals of this Agreement. This assessment will identify the goals and objectives of the previous year. NEC's progress toward reaching those goals will be evaluated based upon, among other things, the metrics set forth in this Agreement. The assessment will also include an evaluation of the performance of NEC's environmental management system implemented under this Agreement.

The annual assessment will identify areas of success and failure. For each area, there will be an analysis of the suspected reasons for the achievements and, where appropriate, failures.

The annual assessment will identify activities or procedures to be undertaken in the subsequent year to improve performance under this Agreement. This could include the creation of new goals or the modification of existing goals based upon the experience of the preceding year.

Each annual assessment will be provided to the WDNR and the interested persons group for review and comment. NEC will meet with these entities to solicit comments or suggestions on how to

improve performance under the Agreement. These comments and suggestions will be summarized and responded to by NEC in writing or through further discussions with groups or individuals.

XVI. PERIOD OF AGREEMENT.

This Agreement shall be binding on both parties from the date of its signing by both parties until five years hence, during which period the terms and conditions contained herein shall be binding. This Agreement can be extended for one additional five year period by following the procedures and obtaining the approvals set forth in Wis. Stat. § 299.80(6e).

XVII. AMENDMENT OR REVOCATION OF AGREEMENT.

NEC and WDNR may amend this Agreement upon mutual consent.

The WDNR may amend this Agreement for cause, including any of the following: (1) a change in federal or state environmental laws which necessitate amendment; (2) a violation of this Agreement; or (3) discovering that this Agreement was obtained by misrepresentation or failure to fully disclose all relevant information.

The WDNR may revoke this Agreement at the request of NEC. Alternatively, the WDNR may revoke this Agreement, after an opportunity for a hearing, if it finds any of the substantive issues set forth at Wis. Stat. § 299.80(7)(c)2. If the WDNR makes such a finding and revokes this Agreement, such decision shall be considered a final decision for purposes of review under Wis. Stat. ch. 227 and it shall contain the items enumerated in Wis. Stat. § 299.80(7)(c)3.

Nothing in this Agreement shall be deemed a waiver of NEC's constitutional protections, including, but not necessarily limited to, NEC's rights to substantive and procedural due process, equal protection under the law, or the taking of a property right.

XVIII. CONFIDENTIAL INFORMATION.

Notwithstanding any other provision in this Agreement, included but not necessarily limited to Sections XII, XIII, XIV and XV, WDNR will take all steps to protect NEC's confidential business information to the maximum extent provided by law. In this regard, NEC will designate confidential business information pursuant to: Wis. Admin. Code § NR 2.19; Wis. Stat. §§ 285.70, 291.15, 289.09, 101.598, 134.90(5) and 905.08; and any other common law or statute providing for protection of confidential information. This Agreement shall not constitute a waiver by NEC of any such privilege that it currently or may hold over confidential business information, trade secrets or other privileged communications.

XIX. ENFORCEMENT DEFERRAL.

WDNR agrees not to commence a civil action to collect forfeitures for violation at NEC facilities covered by this Agreement if those violations are disclosed in a report that meets the requirements of Section XII of this Agreement for at least 90 days after WDNR receives the report. So long as NEC corrects the violations that are disclosed in such a report within 90 days after WDNR receives the report, WDNR shall not commence a civil action to collect forfeitures for said violations.

If NEC submits a report to WDNR disclosing a violation and a proposed compliance schedule, WDNR may approve the compliance schedule as submitted or propose a different compliance schedule. If NEC and WDNR agree upon a compliance schedule, that schedule shall be incorporated into this Agreement without formal amendment.

WDNR shall not commence a civil action to collect forfeitures for violations covered by a compliance schedule approved by WDNR. However, if NEC violates the agreed-upon compliance schedule, WDNR may collect stipulated penalties in the agreed-upon compliance schedule, to the extent such stipulated penalties exist, or WDNR may initiate the procedures to revoke this Agreement.

Notwithstanding anything else in this Agreement, WDNR may commence a civil action at any time to collect forfeitures for violations which: (1) present an imminent threat to public health or the environment or may cause serious harm to public health or the environment; or (2) WDNR discovers the violations before NEC submits a report disclosing such violations.

XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties. Communications, understanding, directives, permits, orders or other administrative actions undertaken prior to the signing of this Agreement and pertaining to its subject matter are hereby superseded. Revisions to this Agreement must be made by a written amendment to this Agreement, signed by both parties and issued pursuant to the procedures, directives and rights set forth in "Section VIII – Amendment or Revocation of Agreement."

XXI. APPLICABLE LAW.

The laws of the State of Wisconsin shall govern this Agreement. Furthermore, the rights, obligations and liabilities of the signatories to this Agreement shall be determined under principals of general contract law.

XXII. FACILITY LIAISON.

NEC and WDNR shall each appoint a representative from their respective organizations to serve as a liaison under this Agreement. All correspondence and communications between the parties shall be directed to the then designated liaisons.

The WDNR liaison shall have an intimate knowledge of NEC operations as well as a working

Signed for and on behalf of:

familiarity with the coating industry and those activities associated with coating operations that have the potential to affect the environment. The WDNR liaison shall also have working knowledge of non-environmental regulatory matters that affect the coating industry or manufacturing businesses in general.

The current liaisons for NEC and the WDNR are listed below. Changes in each organization's liaison or their associated addresses shall be forwarded to the other party once effective and will become part of this Agreement without formal amendment.

Linda Weise Wisconsin Department of Natural Resources Bureau of Cooperative Environmental Assistance P.O. Box 7921 Madison, WI 53707-7921

Randy Nedrelo Solid and Hazardous Waste Manager Northern Engraving Corporation 803 S. Black River Street Sparta, WI 54656

IN WITNESS WHEREOF, the parties by the undersigned signatories, cause this Agreement to be executed on the aforementioned date. Each signatory represents that they have authority to bind their principals for purposes of this Agreement.

Signed for and on behalf of:

U	E	
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES	NORTHERN ENGRAVING CORPORATION	
Date:	Date:	
Ву:	By:	
Title:	Title:	